

Attachment 3 - SoCalGas Energy Watch Partnership Contract Renewal

SECOND AMENDMENT TO JOINTLY DELIVER THE 2013-2014 SAN LUIS OBISPO COUNTY ENERGY EFFICIENCY PARTNERSHIP PROGRAM

This SECOND AMENDMENT TO THE AGREEMENT TO JOINTLY DELIVER THE 2013-2014 SAN LUIS OBISPO COUNTY ENERGY EFFICIENCY PARTNERSHIP PROGRAM (this “Second Amendment”), is effective as of January 1, 2016 (“Second Amendment Effective Date”), is entered into by and between SOUTHERN CALIFORNIA GAS COMPANY (“SCG” or “Utility”) and SAN LUIS OBISPO COUNTY (“SLOC”). SCG and SLOC are sometimes referred to herein individually as a “Party” or collectively as the “Parties.” Initially capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement (as defined below).

RECITALS

WHEREAS, the Parties entered into that certain Agreement to Jointly Deliver the 2013-2014 San Luis Obispo County Energy Efficiency Partnership Program effective as of January 1, 2013, as amended by that certain First Amendment effective as of January 1, 2015 (collectively, the “Agreement”);

WHEREAS, on October 28, 2015, the Commission issued Decision D.15-10-028 approving the continuation of the Energy Efficiency Partnership Programs, including the 2016 Program; and

WHEREAS, the Parties desire to amend the Agreement (1) to extend its term through December 31, 2016, (2) to provide an authorized budget for the 2016 Program, and (3) to otherwise update the Agreement as required to reflect the extended 2016 Program cycle.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. To the extent applicable, any reference in the Agreement, as amended, to the “2013-2014 Program” shall also hereby include the 2016 Program.
2. Section 11 of the Agreement is hereby deleted in its entirety and replaced with the following:

“11. END DATE FOR PROGRAM AND ADMINISTRATIVE ACTIVITIES

Unless this Agreement is terminated pursuant to Section 25 below, or unless otherwise agreed to by the Parties or so ordered by the Commission, the Parties shall complete all Program Administrative activities (as defined in the PIP) and all reporting requirements by no later than March 31, 2017, and all Direct Implementation and Marketing & Outreach activities by no later than December 31, 2016.”

3. Section 12 of the Agreement is hereby deleted in its entirety and replaced with the following:

“12. FINAL INVOICES

SLOC must submit final invoices to Utility no later than March 31, 2017.”

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4. Section 25.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

“25.1 TERM

This Agreement shall be effective as of the Effective Date. Subject to Section 37 (as defined in the PIP), the Agreement shall continue in effect until March 31, 2017 unless otherwise terminated in accordance with the provisions of Section 25.2 or 30 (as defined in the PIP).”

5. Section 26 of the Agreement is hereby deleted in its entirety and replaced with the following:

“26. WRITTEN NOTICES

Any written notice, demand or request required or authorized in connection with this Agreement, shall be deemed properly given if delivered in person or sent by nationally recognized overnight courier, or first class mail, postage prepaid, to the address specified below, or to another address specified in writing by a Party as follows:

SLOC:

San Luis Obispo County
Trevor Keith
Department of Planning and Building
1055 Monterey St. Room D120
San Luis Obispo, CA 93408
Tel: (805) 781-1431
Email: tkeith@co.slo.ca.us

SCG:

Southern California Gas Company
Paulo Morais
Energy Programs Supervisor
555 W. Fifth Street, GT20B4
Los Angeles, CA 90013
Tel: (213) 244-3246
Email: PMorais@semprautilities.com

Notices shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m. PST (or PDT, as applicable), or otherwise on the Business Day following personal delivery; (b) if mailed, three (3) Business Days after the date the notice is postmarked; or (c) if by overnight courier, on the Business Day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.”

6. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.
7. Exhibit B to the Agreement is hereby deleted in its entirety and replaced with the version of Exhibit B attached to this Second Amendment, which attached version is incorporated herein by reference and made a part of the Agreement.
8. General. From and after the Second Amendment Effective Date, any reference to the Agreement contained in any notice, request, certificate or other instrument, document or agreement shall be deemed to mean the Agreement, as amended by any prior amendments to the Agreement, and this Second Amendment. In the event of any conflict between the Agreement, as amended, and this Second Amendment, this Second Amendment shall prevail. All remaining provisions of the Agreement shall remain unchanged and in full force and effect. Each party is fully responsible for ensuring that the person signing this Second Amendment on that party's behalf has the requisite legal authority to do so.

[SIGNATURES FOLLOW ON NEXT PAGE]

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IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed by their duly authorized representatives as of the Second Amendment Effective Date.

THE PARTY:

SAN LUIS OBISPO COUNTY

COUNTY OF SAN LUIS OBISPO

By: _____

Chairperson of the Board of Supervisors

Date: _____

ATTEST:

By: _____

Clerk of the Board of Supervisors

Date: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

Rita L. Neal

County Counsel

By: _____

Deputy County Counsel

Date: _____

SOUTHERN CALIFORNIA GAS COMPANY

By: _____

Daniel J. Rendler

Director, Customer Programs and Assistance

Date: _____

EXHIBIT B**SAN LUIS OBISPO COUNTY and SCG PARTNERSHIP
2013-2016 GOALS & PROGRAM BUDGET****Natural Gas Savings Goal (Gross Therms)**

	2013	2014	2015	2016	Total
SCG	16,500	16,500	16,500	16,500	66,000 Therm

Other non-resource goals are contained in the SCG PIP.

2013-2016 San Luis Obispo County Partnership Total Non-Incentive Budget		\$380,222
SCG Incentive from SCG Core Programs ⁽¹⁾		
SCG Authorized Budget		
SCG Administrative Other	184,273	
SCG Administrative Overhead	15,089	
Total Utility Authorized Budget	199,362	
SLO Authorized Partner Budget	180,860	
2013-16 Total Non-incentive Program Budget	\$380,222	

Projected Allocations for SLO Authorized Budget: \$180,860

	2013	2014	2015	2016
Administration	\$8,000	\$8,000	\$2,960	\$ 6,300
Marketing & Outreach	\$10,000	\$10,000	\$10,400	\$ 1,000
Direct Implementation ⁽¹⁾	\$22,250	\$22,250	\$23,650	\$56,050
TOTAL	\$40,250	\$40,250	\$37,010	\$63,350

(1) Incentive is a part of SCG Core Program's Incentive Budget. The incentive level is \$1.00 per therm for calculated measures. Incentives for deemed measures are in accordance with the incentive levels for the applicable SCG Core Programs.